

1904-004 Chancery Causes: Pennington Gap Improvement Co] to vs. S. F. Bailie to
Lee Co.

Pennington, Wax, Skaggs, Ewing, Reason

CA - Debt

T - Property

- Deed

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County:

Humbly complaining your orators, The Pennington Gap Imp. Co., a corporation doing business in Va. and R. L. Pennington, assignee of E. W. Pennington would respectfully represent and show unto your honor, that at the June Term of the County Court for the County of Lee, your orator the said Pennington Gap. Imp. Co., obtained a judgement against S. F. Bailie and E. S. Wax for the sum \$112.04 to be discharged by the payment of \$56.02, with interest thereon from the 11th day of April, 1896, upon a forthcoming bond with Bailie as principal and Wax as surety, that at the same term of the court E. W. Pennington obtained another judgement upon another forthcoming bond, for the sum of \$124.80 to be discharged by the payment \$62.40, with interest from the 11th day of April, 1896, and \$5.87 cost, which said ~~xxx~~ judgement last aforesaid, obtained as last aforesaid, was on the 10th day of October 1896 assigned to your orator the said R. L. Pennington. Your orators will further represent and show unto your honor that at the time the said judgements as aforesaid were obtained that the said S. F. Bailie was the owner of certain real estate in the State of Va., and in the county of Lee, part of which if not all was encumbered by certain deeds of trust, to-wit; one executed to E. W. Pennington Trustee to secure a debt of \$164.62, due to D. S. Deed Reasor, which said deed was executed on the 31st day of Aug. 1895, a copy of which is here filed marked "A" and prayed to be taken as part of this bill; and another deed of trust executed on the 14th day of March 1896 to E. W. R. Ewing Trustee to secure a debt due to J. F. Skaggs for \$180.00 as of Jan. 1, 1895, and \$559.45 as of Jan. 20, 1896; which said deed as afore said was duly recored and a copy of the same Marked "B." is here filed and prayed to be taken as part of this bill. Both of the said deeds as aforesaid were also signed E. M. Baipie, the wife of the said S. F. Bailie. And your orators will further represent and show unto your honor that after the said

Judgements were obtained as aforesaid by your said orators, to-wit on the 3rd day of September, 1896, the said S. F. Bailie and his wife E. M. Baile executed another deed of trust to one W. T. Bailie to secure a debt to Robert Bailie for \$1125.80; a copy of which said deed is also here filed as apt of this bill marked "C" and prayed to be considered as part of this bill.

The premises considered your orators are advised that they have a lien upon all the real estate which the said S. F. Baile owned at the time of the rendering of the said judgements as aforesaid, that they have a right to enforce ~~this~~ said lien in this court;

The prayer therefore of your orators is that the said S. F. Bailie and his wife E. M. Bailie, and E. S. Wax, E. W. Pennington Trustee, D. S. Reasor, E. W. R. Ewing Trustee, J. F. Skaggs, W. T. Baile, Trustee and Robert Bailie, be made parties defendant to this bill of complaint; that they be each required to answer the said bill, but not on oath, that being waived; that a commissioner be appointed to ascertain and report all the liens against the said land, and whether or not the rents and profits of the land will in five years pay all the judgement liens, exclusive of the other liens, that the said commissioner be directed also to ascertain whether or not the said Bailie owns any other lands and what they are; that the said Bailie in his answer asked for as aforesaid be required to state what lands he does own in this state; and upon the coming in of the report of the said commissioner asked for as aforesaid your orators' judgements be declared a lien and an order made according to the law of Judgement liens for the enforcement thereof; and may all other other further relief be granted your orators; that the nature of their cause may demand and equity ~~saction~~ ^{saction}. And they will ever pray &c.

Pennington Bros. P. Q.

Pennington Gap lm. Co. et al vs.

IN CHANCERY

S. F. Bailie, et al, Depts.

Pennington Bros. P. O.

1896 2nd Oct rules bill filed & pa
2nd as to D & S Reason. E W
Pennington. E W R Ewing
T J F Skaggs. S F Bailie
E. S. Marx & M Bailie
D & S as to them

11 1st Nov rules taken the
last Monday in Oct
D & S confd & cause set for
hearing

March 16th 1897

Plffs Costs

Pl. 7.16 C 7.79
S 2.50 3d
Atty 15.00 0.8
Cour 21.00 0.8
Co. C 1.50 0.8
Estimate 5.00
C 52.79

1 Pennington's Gap Impro. Co.,Plaintiff,

2 vs.

In Chancery.

3 S.F.Bailie,et als. Defts.

4 This cause came on again to be further heard upon the papers
5 formerly read therein,the report of Comr. E.W.Pennington this
6 day filed,and deed of himself to the ~~100 acre Wax~~ 100 acre Wax
7 tract of land to John C.Anderson and B.L.Dulany,and was argued
8 by counsel: On consideration of all which,and said report and ~~de~~
9 deed being unexcepted to,for reasons appearing to the court,
10 ~~xxxxxxxxxxxxxxxxxxxx~~ it is adjudged ,ordered and decreed
11 that said report and deed be and are each hereby confirmed. And
12 for said Pennington's services in making said deed,said Anderson
13 and Dulany on the delivery of the same to them by said Penning-
14 ton will pay him the sum of \$5.00. And it is further adjudged,
15 ordered and decreed,that said Comr.Pennington be and is hereby
16 relieved from all other duties as commissioner in this cause,
17 and any liability,since he has accounted for all the money
18 which came unto his hands. And this cause is stricken from the

19 docket, with leave to any one in
20 interest to have this cause re-
21 in stated at any time hereafter.
22
23
24
25
26
27
28

Pennington Gap Inspr. Co

vo } Green Trench

S. F. Baile et al

Ex. C. O. B. No. 7 p. 383

Enter this
Feb 15th, 1904.

H. A. W. Stone

Pennington's Gap Improvement Co.,

vs.

In Chancery

S.F.Baileie,et als.

This cause came on again this day to be further heard upon the papers formerly read therein and the report of Comr.E.W. Pennington filed in said cause on the day of Feb.,1903, with statement "X" accompanying his report,and which shows his receipts and disbursements of the moneys coming into his hands as such commissioner, and ~~was argued by counsel: On consideration of all~~ ~~expended~~ which, and said report and statement being unexcepted to, for reasons appearing to the court it is adjudged, ordered and decreed, that said report, statement and receipts and disbursements be and are hereby confirmed. And as said Anderson and Dulany have paid in full for the Wax tract of land bought by them in this cause, it is further adjudged, ordered and decreed that E.W.Pennington, who is hereby appointed a special commissioner for the purpose, will as soon as practicable make, and acknowledge a deed to said Wax tract of land, conveying the same to the said John C. Anderson and B.L. Dulany, with covenants of special warranty, which when done shall operate to pass all title, interest, estate, claims and rights of said defendants, or eitherx of them to the said Anderson and Dulany. Until the making and acknowledging said deed this cause is passed to a future time.

Pennington Gap, New Mexico

vol 1 Series

S. A. Bailey et al

Ent. Co. B. 7 P. 213,

Enter this.

March 2, 1903.

H. A. W. Stearns

Pennington's Exp. Inpro. let.

vs.

S. A. Bailie et al defts

} In Chan.

This cause came on again this day to be further heard upon the papers formerly read herein, and the report of Court. E. H. Pennington and his deed to said Robert Bailie, filed herein on March 9th 1901, and was argued by counsel: On consideration of all which, and said report and deed being un-
excepted to, it is adjudged, ordered and decreed that said report and deed be and is hereby confirmed; and for his services in making said deed, said Robert Bailie will pay to said E. H. Pennington the sum of five dollars. And this cause is continued.

Pen. Cap Surfer. Co.

vs. ⁷ Deane no.

S. F. Bailie & al

Entered by CMB
No 6 Q 322.

(2)

Enter this
March 9th 1901
H A W Sheen

Punnington Gap Impro. Co. Compl't.

S. F. Bailie & al vs. Wills.

In Chan.

This cause came on this day to be further heard upon the papers formerly read therein, & the report of Comr. E. H. Punnington filed in this cause on the 9th day of March 1901, and was argued by counsel. On consideration of all which, said report being unexcepted to, it is adjudged, ordered and decreed that said report and statement filed therewith showing said Punnington's receipts and disbursements, be and the same are hereby confirmed; and it further appearing that Robt. Bailie has finished paying for his purchases, and is now entitled to a deed, it is further adjudged, ordered and decreed that E. H. Punnington, who is hereby appointed a special comr. for the purpose.

will as soon as he can, make
a deed with covenants of
Special warranty to said
Robert Bailie to the land
which he purchased in this
cause as shown in the re-
port of Cour. Fumington filed
in this cause on the 23rd day
of Feb., 1899; and he will re-
port his action to court,
until which time this
cause is passed.

Ben. G. S. L. L. L.

W. J. Green

S. H. Bailie & Co.

(1)

Entered on C. D. B. No. 6
P. G. D. L.

Enter this
March 9th 1901

H. A. W. D. L.

Punnington Gap Imps. Co

vs.

S. H. Bailey et al Defts

} In Chancery

This cause came on again this day to be heard upon the papers formerly read therein and the report of Court. E. H. Punnington filed herein on Feb. 19th 1900 and was argued by counsel: On consideration of all which and said report having been filed for more than ten days and is excepted to, it is adjudged ordered and decreed that said report and sale to John C. Anderson & B. L. Sulany of the Wat 100 acre tract be and the same is hereby confirmed. And said Punnington will collect the deferred payments on said land when they become due and pay the same out to the assignees of J. F. Seaggs as shown in said report; and \$ out of the cash payment on said land said Punnington will retain \$19⁰⁰ as his commissions and the resi.

Pen. Gaps Impro. Co

no } same

S. F. Birdie Hal

Entered on Chy @ B 7006
Page 304.

Enter this

March 6 1900

H A W Skey

due, or \$100 to the officers of the
court who may have unpaid
costs in this cause.
And this cause is continued

Pennington Sup Impro. Co's Compt. }
vs. } In Chan.
S. F. Bailey et al Defts

This cause came on again this day to be heard upon the papers formerly read therein and the report of sale by Comr. E. H. Pennington to Robt. ^{Bailey} filed herein on Feb. 23rd 1899 and was argued by Counsel. On consideration whereof, it is adjudged, ordered and decreed that said report and sales therein mentioned be confirmed; and said Comr. will proceed as soon as convenient to collect from the purchaser Robt. Bailey the \$42⁰⁰ unpaid costs, which when done he will pay to those entitled and the report to Court, and this cause is continued.

Pin. Gap Impro. Co

vs. } *Deer No. 3*

S. F. Bailey & al

*Entered in Chancery
Order Book to 6
page 242.*

*Enter This
March 7 1899.
W. Z. M*

Pennington Tract Improvement Co et al Comps

vs.

In Chancery.

S. F. Bailey et al Defts

This cause came on this day to be heard upon the papers formerly read therein, the report of Comm. A. M. Gains and statement therewith, filed in this cause on Jan. 11th 1897 and the supplemental report of said Gains filed Jan. 23rd 1897 to said report and was argued by counsel: On consideration of all which and for reasons appearing to the Court, it is adjudged ordered and decreed that the ~~exceptions to said report be overruled~~, ~~said~~ said report and statement and supplemental report be confirmed; and that Robert Bailey recover from said S. F. Bailey the sum of \$580.⁰⁰ with interest thereon from July 28th 1888 till paid, which sum is a first lien on the 398 acre tract of land, mentioned in said Gains report; that S. S. Reaser recover from said S. F. Bailey the sum of \$164.62 with legal interest thereon from 31st day of August, 1895 till paid and which sum is a second lien on said 398 acre tract of land and a first lien on the J. L. Pennington 35 acre tract and the James Fields 64 acre tract of mineral right; that H. J. Morgan recover from said S. F. Bailey the sum of \$207.80 with interest on \$198.64 a part thereof from April 19th 1895 till paid which sum is a third lien on said 398 acre tract, a second lien on the J. L. Pennington 35 acre tract, and a first lien on the E. S. Wad 100 acre

tract and a second line on the 64
acre mineral acre tract; that J. F.
Skaggs recover the sum of \$739.45 with
interest on \$180⁰⁰ thereof from Jan. 1st
1895 till paid, and interest on \$559.45 the
residue thereof from 14th day of March,
1896 till paid which sum is a second
line on the E. S. 1/4 100 acre tract;
the Huntington Gap Improvement Co.
recover from said S. F. Bailie the
sum of \$59.37 with interest thereon
from the 11th day of April, 1896 till paid.
That R. L. Huntington assignee & recover
from said S. F. Bailie the sum of \$12.85
with interest thereon from Nov. 1st 1896
till paid which two last recoveries
are each the fourth line on said 398
acre tract of land, & third on the
other of said tracts of land; that
Robert Bailie recover from said S. F.
Bailie the sum of \$1125.50 with interest
thereon from the 3rd day of Sept. 1896
till paid which sum is a fifth line
on the said 398 acre tract; and that W. L.
Johnson recover from said S. F. Bailie
the sum of \$270.50 with legal interest
thereon from the 14th day of Nov. 1896 till
which sum is a sixth line on said
398 acre tract; and a fourth line on
the residue of said lands and mineral
at right. And it is further adjudged
ordered and decreed that unless said
sums of money are paid to those en-
titled thereto and the costs of this

suit within 30 days from this date.
Then E. W. Pennington who is hereby ap-
pointed a special commissioner for
the purpose will after advertising the
time, terms and place of sale for ~~some~~
thirty days by written or printed no-
tices posted at the front door of the Court-
house of this county, at the post-office
in the town of ~~Pennington~~ ^{York}, Va., in
the neighborhood of said lands and at
other public places as he may deem
proper, at public auction, at the front
door of the Court-house of this county
on some court day, he will offer
said lands and mineral tract of land
or enough thereof to pay said sums of
money, interest thereon and the costs of
this suit for sale to the highest and
best bidder ^{and by consent of all except Robt. Bailie} on a credit of one, two
& three years time, and in making said sale
said lands should bring a sum ^{not less than} suffi-
cient to pay all the claims prior to said
claim of Robt. Bailie of \$1125.80 the
~~sum of~~ ^{sum of} on said 398 acre tract shall
be sold for cash in hand. Said com-
missioner will sell each of said tracts
of land and mineral right separately
and require of the purchaser or purchasers
the payment of the costs of this suit and
commission of sale to be paid down and
for all deferred payments he will
require bonds to be given with good ^{personal}
security bearing interest from date of
sale. But before said Pennington proceeds

Sold to Rolt
Barly for \$4.25
for J. B. Elly tract
J. B. Pennington tract
+ fields several
miles - 3/21/98
E. H. P.

Sold from 10000 the
100 acres E. S. Max
tract to John C.
An Lee 3/21/98
E. H. P.

Pennington Cap. Supro. Co

vs Deane No 2

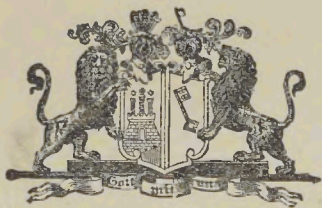
S. F. Bailie et al

Entered in Chancery
Order Book p. 531.

Enter this
March 5th 1897.

W. F. M.

to act under this decree he will re-
ceiv a bond before the clerk of this
court in a penalty of \$3000⁰⁰ con-
ditioned as the law requires in such
cases, and he will report his action
to court and this cause is continuing.



Hamburg-Bremen Fire Insurance Company,
of Hamburg, Germany.

U. S. Branch Office, 22 Pine Street, New York.

Agency at 190.....

Geo.M.Blankenship. et al!,Plaintiffs.

vs. (In Chancery.) Decree No.1.

C.T.Duncan et al., Trustees, et al.,Defendants.

On the calling of this cause, the dfendants, C.T.Duncan and~~a~~ others, asked leave of the court to file their ~~an~~ joint and separate demurrer and answer to the plaintiffs' bill, and the same was accordingly filed: and the plaintiffs joined in said demurrer and filed exceptions to the said answer. And thereupon the cause coming on this the 11th day of March, 190~~8~~, to be heard upon the said demurrer and joinder therein, and the exceptions tothe said answer, was argued by counsel. And the court not having time to consider the same at this term, it is ordered that this couse be made a vacation cause, and any deree rendered in vacation shall have the same fore as if ren_
dered in term.

Geo M. Blankenhorn

205 2nd Avenue
St. Louis, Mo

Dear Sir

~~Enclosed~~

Hawthorne

Ent. Col. B. No 7. P. 297

Pennington's Cap Impro. Co. et als Defts.

vs. In Chancery.

S. F. Baillie et als, Compls.

This cause came on this day to be heard upon the bill of the complainants, ⁺ exhibits filed therewith. And it appearing to the court that ^{the} defendants have been served with process for more than fifteen days before this term of the court and they failing to appear and plead, on motion of the complainants, said bill is taken for confessed. And ~~on~~ ^{of} consideration of all which, and for reasons appearing to the court, it is adjudged ordered and decreed that A.M. Goins who is hereby appointed a special commissioner for the purpose will after giving the parties lawful notice of the time, and place of his sitting, will take and state an account of of all the liens against the real estate of Said S. F. Baillie their priority, to whom ~~due due~~, and amount thereof, the amount ^{of land} thereof, where situated, and the specific liens of each tract. ^{and the rental value of such lands} And he will report his action to court, and this cause is continued.

Penningtons Exp. Instr. Ltd.

v. { Deane No 1.

S. F. Nailor & al.

Entered in O. R. No 4
p 466

Enter this

Nov. 6. 1896.

W. F. M.

Punnett's Gap Impro. Co

vs.

S. F. Baile & al

In Chancery.

To the Hon. J. H. H. Shum Judge
of the Circuit Court for St. County.

Your undersigned commissioner
who was on March 9th 1901, ap-
pointed a special comm. to make
Robt. Baile a deed to the
land which he purchased in
this cause, begs leave to re-
port that he has performed
that duty and here files the
deed which he has made
to said Robert Baile.

And which he respectfully
submits this March 9th 1901

E. H. Punnett

Spec. Comm.

Gen. Corp. Lumps. Sec.

vs } Report of
 } Ored to
 } Robert Baile

S. H. Baile in chd

Filed March 4th 1881

A. B. Munsey clk

Dunnington's Gap Impro. Co.

vs.

S. F. Bailie et al

} In Chancery.

To the Hon. W. W. Skene, Judge of the
Circuit Court for S. C.

Your undersigned, who heretofore
as comr. on March, 21st, 1898
at public sale, sold to Robt. Bailie
of Horton Summit, Scott Co. Tn.,
certain lands mentioned in my
report filed in this cause on
Feb. 23rd, 1899, begs leave to report
that said Robt. Bailie on Nov.
24th 1900 paid to your comr. the
last note given by him on
the deferred payments of his
purchase, and, he having now
paid in full for the lands bought
by him, he is entitled to have
a deed for the same.

Your comr. further files
herewith a statement of
his receipts & disbursements,
and prays that the same be
duly confirmed.

Nov. 29th 1900

Respectfully Submitted

E. W. Dunnington
Spec Comr

Pen. Gap Impro. Co.

vs. } Report of
Receipts &
Disbursements

S. F. Bailie & Co.

Filed March 9/1901

Punnington Gap Improvement Co

vs.

S. F. Bailey et al

To the Hon. H. A. Miller, Judge of
the Circuit Court for Six County.

Your undersigned Commis-
sioner, who was on March 5th
1897 appointed a special court,
for the purpose of selling certain
lands in the bill & proceedings
mentioned in said case, begs leave
to report that after duly advertising
the time, terms and place of sale
as required by said decree of
March 5th 1897, on Monday
'March, 21st, 1898, that being
a court day, at the front door
of the court house of this county,
in the presence of a large crowd
of people, offered said lands
for sale at public outcry to the
highest & best bidder on the
terms required in said decree; and
after
opening said sale for some time

your court. Knocked down to
Robt. Bailey the tract of
land mentioned in the report
of A. M. Goins filed in this
cause on Jan. 11th 1897 and
known therein as the John Z.
Ely 398 acres, and John L. Pe-
rington 95 acres and the James
Fields 64 acres mineral right
for the sum of \$1338.20, out
of which sum the said Robt.
Bailey's own debt of \$913.20
was deducted, which left
the sum of \$425.⁰⁰ to be applied
to other debts in this cause.
The costs and commissions a-
mounted to \$77.⁰⁰ of which
said Bailey has paid your
court. \$35.⁰⁰ and executed
his three ^{for \$11¹/₆⁰⁰ each} notes, bearing date
March 21st 1898 with interest.
with S. F. Bailey as surety
and payable in one, two and
three years respectively. Said

Robt. Bailey gave your Court.
a receipt for said \$73.20, which
is herewith filed. Your Court.
retained the title and a vendor
lien upon the land until all
deferred payments were made
and the residue of said costs.
Your Court. is advised by the
creditors to whom said money
advanced by said notes is going
~~are~~ anxious that their sale be
confirmed as it gets out of
the way said Robt Bailey's
said large debt, which is
prior to theirs, and your Court.
advises confirmation of said
sales.

All which is respectfully
submitted. This June 1st 1898.

W. H. Huntington
Court.

Pen. Gas Impo. Co

vs. } Report of Sale

S. F. Bailie et al

Filed Feb. 23rd 1899

A. B. Munsey cust
By S. V. F. Richmond DC

X

1 Pennington's Gap Impro. Co.,

2 vs

3 S.F.Bailie, et als.

4 To the Hon.H.A.W.Skeen, Judge of the Circuit Court for Lee County:

5 Your undersigned commissioner, who was on the 2nd day of March,
6 1903, appointed by your honor in the above styled cause a com-
7 missioner to make and acknowledge a deed conveying with covenats
8 of special warranty the 100 acre tract Wax land in said cause mention
9 ed to John C.Anderson and B.L.Dulany, begs leave to report that
10 he has performed that duty, by making, signing and acknowledgeing
11 a deed with special warranty, wherein he conveyed to the said
12 Anderson and Dulany the said 100 acre Wax tract of land mentioned
13 in said cause, and which deed is here filed as a part of this re-
14 port. All which is respectfully submitted.

15 This the day of March, 1903.

16 E. H. Pennington

17 Commissioner.

Gen. Cap Surmo. Lee

200 } Report

S. F. Baileys &

COMMISSIONER'S REPORT.
=====

Pennington Gap Imp. Co., ^{et al} Plt.,

vs.

IN CHANCERY.

S.F. Bailie et al.,

Defts.
=====

To the Hon. W.T. Miller, Judge of the Circuit Court for Lee County,
Virginia.

Your undersigned Special Commissioner, appointed by a decree entered in the above styled cause on the 6th day of Nov., 1896, begs leave to report that, after giving notice of the time and place of his sitting, as directed by said decree, and as will appear by a copy of the notice hereto attached marked "N", he, on the 4th day of Jan., 1897, at the time and place designated in said notice, proceeded to perform the duties required of him as said commissioner; and the proceedings having been thenceforward continued from day to day, and being at length completed, the result is herewith respectfully submitted.

Your Commissioner is directed by said decree of Nov. 6th, 1896, (1), To take and state an account of all the liens against the real estate of the said S.F. Bailie, their priorities, to whom due, and the amount of each; (2), To ascertain the amount of lands owned by the said S.F. Bailie, where situated, and the specific liens on each tract; and (3), To ascertain the annual rental value of said lands.

(1), Your Commissioner files herewith, as part hereof, statement "A", which is a full and complete list of all the liens now existing against the real estate of the said S.F. Bailie. This statement shows the priority, as represented by the alphabetical order of the red capital letters in the margin, of each lien, to whom due, and the amount thereof. Attention is here called to this statement, and your commissioner will explain fully in regard to each lien in the order in which it is there arranged, beginning with lien "A". It will be seen that lien "A" is reported as a vendor's lien, or a resulting trust, reserved for the benefit of Robert Bailie in the deed from John Z. Ely and wife to S.F. Bailie, dated July 28, 1888. In the body of this deed is this language: "& Robert Bailie, Sr., the father of aforesaid S.F. Bailie, has paid \$580.00 of the purchase money of this land, and he retains the vendor's lien on said land till the \$580.00, with interest, is paid to said Robert Bailie, Sr." Your commissioner can hardly see how a vendor's lien, technically speaking, can be retained in a deed in this way for the benefit of a third person, (See Am. & Eng. Ency., Vol. 28, p.

169.); but in this case your commissioner does think that there is a resulting trust in favor of the said Robert Bailie, Sr., which places him in as favorable a position as if he had a vendor's-lien technically, (See 2 Minor, p. 218; 30 Grate., p. 744; and 32 Grate., p. 417).

Lien "B" is a deed of trust to E.W.Pennington, trustee for the benefit of D.S.Reasor, about which there is no question.

Lien "C" is a judgement in favor of H.J.Morgan for &c. against S.F. Bailie, T.J.Ely, and W.H.Wax, joint sureties of Geo.T.Crider, dec'd. These sureties are all jointly bound for the payment of this debt, and each is recognised as solvent and able to pay his due part of the debt, in the event it cannot be collected out of the estate of the said Geo.T.Crider, against which it has been reported as a lien, and where it now awaits future developments.

Lien "D" is a deed of trust to E.W.R.Ewing, trustee for the benefit of J.F.Skaggs, about which there is no question.

Liens "E" & "F" are judgements in favor of the Pennington Gap Imp.Co. and E.W.Pennington, both of equal dignity, and about which there is no question; but the judgement in favor of E.W.Pennington has been assigned to R.L.Pennington.

Lien "F" is a deed of trust to W.T.Bailie, trustee for the benefit of Robert Bailie. This deed of trust includes the debt represented by lien "A", and as that debt should not be twice reported, your commissioner deducts it from this lien. A question may here be raised as to whether lien "A" is not merged in lien "F", thereby losing its precedence as to priority; but your commissioner is of the opinion that such is not so in this case. Lien "A" is of equal, if not of superior, dignity to lien "F", and therefore does not merge in it, and your commissioner ascertains that it was not the intention of the parties in interest to extinguish lien "A", but to give a broader security for this and to secure a further debt.

Lien "G" is a judgement in favor of N.L.Johnson, and is not controverted.

(2), To ascertain the amount of lands owned by the said S.F.Bailie, where situated, and the specific liens on each tract.

In response to this enquiry your commissioner ascertains that the said S.F.Bailie is the owner in fee of three tracts of land located in the Pocket section of Lee county, Va., containing in the aggregate about 533 acres, and also the coal and mineral right on another tract formerly owned by James Fields, and located in the same section.

The foregoing tracts of land are more particularly described as follows: (1), A tract purchased from John Z. Ely and wife, containing 398 acres more or less, located on the waters of Bailie's trace and Gin's creek__See Deed Book 23, p. 313; (2), A tract purchased from John L. Pennington and wife, containing 35 acres more or less, located on the east side of Briar ridge__See Deed Book 26, p. 78; (3), A tract purchased from E. S. Wax and wife, containing 100 acres more or less, located on Little Black mountain__See Deed Book 32, p. 303; and (4), A coal and mineral right on a tract of land formerly belonging to James Fields, containing 64 acres, located in the same section as the above tracts__See Deed Book 26, p. 501.

Now as to the specific liens on the foregoing lands, according to priority:-

First, On the John Z. Ely tract:-

- "A", The vendor's lien, or resulting trust, to Robert Bailie.
- "B", The Deed of Trust to E. W. Pennington, trustee for the benefit of D. S. Reason.
- "C", The judgement in favor of H. J. Morgan for &c.
- "E", The judgements in favor of the Pennington Gap Imp. Co. and E. W. Pennington.
- "F", The Deed of Trust to W. T. Bailie, trustee for the benefit of Robert Bailie.
- "G", The judgement in favor of N. L. Johnson.

Second, On the John L. Pennington tract:-

- "B", The Deed of Trust to E. W. Pennington, trustee for the benefit of D. S. Reason.
- "C", The judgement in favor of H. J. Morgan for &c.
- "E", The judgements in favor of the Pennington Gap Imp. Co. and E. W. Pennington.
- "G", The judgement in favor of N. L. Johnson.

Third, On the E. S. Wax tract:-

- "C", The judgement in favor of H. J. Morgan for &c.
- "D", The Deed of Trust to E. W. R. Ewing, trustee for the benefit of J. F. Skaggs.
- "E", The judgements in favor of the Pennington Gap Imp. Co. and E. W. Pennington.
- "G", The judgement in favor of N. L. Johnson.

Fourt, On the Coal and Mineral right purchased from James Fields:-

"B", The Deed of Trust to E.W.Pennington, trustee for the benefit of D.S.Reason.

"C", The judgement in favor of H.J.Morgan for &c.

"E", The judgements in favor of the Pennington Gap Imp. Co. and E.W.Pennington.

"G", The judgement in favor of N.L.Johnson.

(3), To ascertain the annual rental value of said lands.

Your commissioner ascertains that the greater part of these lands are wild and unimproved, and consequently have very little rental value. So far as your commissioner has been able to ascertain the whole boundary would not rent for over \$125.00 per annum.

(The wife of the said S.F.Baillie is a party to the different deeds of trust above designated).

All of which is respectfully submitted, this Jan. 11, 1897.

A.M.GOINS,

Special Commissioner.

Fee for this Report \$ 21⁰⁰

Fee charged to Pennington Gap Imp. Co. et al.

I, A. M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 28 hours, in performing the services for which the fee, above stated, is charged, and do so certify, this 11th day of January, 1897.

A. M. Goins,

Special Commissioner.

LIST OF LIENS.

S.F. Balie,

In Account with His Lien Creditors.

"A" X To Vendor's Lien, or Resulting Trust, reserved for the benefit of Robert Balie in deed from John Z. Ely to S.F. Balie, dated July 28, 1888. See deed filed herewith marked "Ely", \$580.00
,, Int. on same from July 28, 1888 to Mar. 1, '97, 299.00
----- \$879.00

"B" To Deed of Trust to E.W. Pennington, trustee for the benefit of D.S. Reason. Deed dated Aug. 31, 1895. See Copy filed herewith marked "P", \$164.82
,, Int. on same to Mar. 1, 1897, 14.81
----- 179.43

"C" To Judgement in favor of H.J. Morgan, for &c. against S.F. Balie, T.J. Ely and W.H. Wax, as sureties of Geo. T. Crider, dec'd. Judgement at Nov. term, 1895, with interest from April 19, 1895, \$198.64
,, Int. on same to Mar. 1, 1897, 22.25
,, Cost of Judgement, 9.16
----- 230.05

"D" To Deed of Trust to E.W. R. Ewing, trustee for the benefit of J.F. Skaggs, for \$180.00, due Jan. 1, 1895, and \$559.45, due Jan. 20, 1896. Deed dated the 14 day of Mar, 1896. See Copy filed marked "E", \$739.45
,, Int. on \$180.00 to Mar. 1, 1897, 23.40
,, ,, \$559.45 ,, ,, ,, ,, ,, ,, ,, ,, ,, 37.39
----- 800.24

"E" To Judgement in favor of the Pennington Gap Imp. Co. vs. S.F. Balie as principal and E.S. Wax as security, for the sum of \$112.04, to be discharged by the payment of \$56.02. Judgement dated June 19, 1896, with interest from April 11, 1896. See copy filed marked "1", \$ 56.02
,, Int. on same to Mar. 1, 1897, 2.98
,, Cost of Judgement, 3.37
----- 62.37

"F" To Judgement in favor of E.W. Pennington vs. S.F. Balie as principal and E.S. Wax as security, for \$124.80, to be discharged by the payment of \$62.40. Judgement dated June 19, 1896, with interest from April 11, 1896. See copy marked "2", \$ 62.40
,, Int. on same to Nov. 1, 1896, 2.80
,, Cost of Judgement, 3.37

,, Amt. due Nov. 1, 1896, 68.57
By Amt. paid as of Nov. 1, 1896, 55.00

To Bal. due as of Nov. 1, 1896, 12.85
,, Int. on same to Mar. 1, 1897, 2.25
----- 15.10

"G" X To Deed of Trust to W.T. Balie, trustee for the benefit of Robert Balie. Deed dated Sept 3, 1896. See copy filed marked "B", \$1125.80
,, Int. on same to Mar. 1, 1897, 33.73

,, Amt. of prin. and interest, as of Mar. 1, 1897, \$1159.53
By amt. of lien "A", the Vendor's Lien, which is included in this deed, and should be deducted, 879.00

To bal. on this deed of trust, as of Mar. 1, 1897, 280.53
----- 280.53

"H" To Judgement in favor of N.L. Johnson vs. S.F. Balie Nov. 18, 1896, with interest from Nov. 14, 1896, \$264.00
,, Int. on same to Mar. 1, 1897, 4.70
,, Cost of Judgement, 6.50
----- 275.20

To Total Indebtedness, as of Mar. 1st 1897, \$2719.92.

Pennington Gap Imp. Co. et al., Plffs.,

vs.

IN CHANCERY.

S.F. Bailie et al.,

Defts.

EXTRACT FROM DECREE.

"And on consideration of all which, and for reasons appearing to the court, it is adjudged, ordered and decreed that A.M. Goins, who is hereby appointed a Special Commissioner for the purpose, will, after giving the parties lawful notice of the time and place of his sitting, take and state an account of all liens against the real estate of the said S.F. Bailie, their priorities, to whom due and amount thereof, the amount of land, where situated, and the specific liens of each tract, and the rental value of such lands."

A Copy Teste:

A. B. Munsey,
Clerk.

COMMISSIONER'S NOTICE.

The parties interested in the decree from which the foregoing is an extract, will take notice that, on the 4 day of January, 1897, at my office in the town of Jonesville, Va., I shall proceed to execute the same, when and where they are requested to attend, with such books, papers, vouchers, and evidence as will enable me to comply with the order of the Court. This Nov. 27, 1896.

A. M. Goins,
Special Commissioner.

Subt of Morgans Int from 4/19/95	\$198.64
Int to 2/21/98	34.80
Court at Law	9.10
Bailys Share on Third	<u>3/124260</u>
Counted in Sale for Bailys Share	\$80.87
Int from 2/21/98 to 10/27/1900	1.268
Int. 10/27/1900	<u>98.55</u>
	75.00
Int. to 11/29/1900	<u>\$18.55</u>
	.09
Morgans share of taxes for 1900	<u>\$18.64</u>
Int 11/29/1900	1.12
	<u>17.52</u>

SUPPLEMENTAL REPORT.

Pennington Gap Imp. Co. et al.

vs.

IN CHANCERY.

S. F. Bailie et al.

To the Hon. W. T. Miller, Judge of the Circuit Court for Lee County, Va.

Your undersigned Special Commissioner asks leave to file this supplemental report to correct an error made by him in his report filed in this cause on the 11th day of Jan., 1897.

It will be seen by an inspection of the aforesaid report, that your Commissioner deducted lien "A" from lien "F", stating that the former is included in the latter. Your Commissioner has since ascertained that he erred in this particular as to the fact, that lien "A" is not included in lien "F". This error was simply caused by a misunderstanding on the part of your Commissioner as to what a witness stated.

The correction necessary to be made in the former report is, to strike out what is said and done in regard to deducting lien "A" from lien "F", and the sum total of the listed liens in statement "L" will then be \$3598.92, instead of \$2719.92.

Respectfully Submitted, this Jan. 23, 1897.

A. M. Goins,

Special Commissioner.

Pennington Exp Ins Co. et al.

vs. } Supplemental Report.

S. F. Bailie et al.

th Filed Jan 23, 1897.

A. B. Muncy Clerk

Respectfully Submitted, this Jan. 22, 1897.

Special Commissioner.

part of your Commissioner as to what a witness
then "A" -- This error was simply caused by a
in this particular as to the fact, that then
in the latter. Your Commissioner has since as-
deducted then "A" from then "B", stating that
seen by an inspection of the aforesaid report.
the 11th day of Jan., 1897.

Washington Exp Ins. Co. et al.

IN CHANCERY.

SUPPLEMENTAL REPORT.

Pennington Tap Imp. Co. et al.

vs. } Comr's. Report.

S. F. Bailie et al.

Filed Jan. 11th, 1897.

A. B. Munsey Clk

Lin Indebtedness, \$2712.92

Estimated Cost, 75.00

Total, \$2787.92

See Supplemental Report.

Comr's Fee, \$21.⁰⁰

Pennington's Gap Improvement Co., Complt.

vs.

In Chancery.

S.F. Bailey et als.

Defts.

To the Hon. H.A.W. Skeen, Judge of the Circuit court for Lee Co.:

Your undersigned who was on March the 5th., 1897 appointed a special commissioner in the above styled cause, begs leave to again report: That after advertising the time, terms and place of sale of the Wax 100 acre tract of land in the manner and at the places required by said order, on Tuesday, January 16th., 1900, that being a court day, at the front door of the court house of this county, in the presence of a good crowd of persons he offered said Wax tract of land by the boundary for sale at public outcry and to the highest and best bidder, on a credit of one, two and three years time, except a sum sufficient to pay the costs and commissions of sale, which he required to be paid down. After crying said sale for a considerable time, your commissioner knocked said tract of land, known in said cause as the Wax 100 acre tract, down to John C. Anderson and B.L. Dulany for the sum of \$500.00, and who were the highest and best bidders. Your commissioner made this sale by the boundary and not by the acre. Said Anderson and Dulany executed to your commissioner their three several notes, bearing interest from day of sale, for \$158.00 each, with John R. Gibson as surety. The said Anderson and Dulay paid down to your commissioner \$28.00, which sum he holds subject to the order of the court. The net proceeds of this tract of land goes to John F. Skaggs, on the deed of trust mentioned ⁱⁿ said Goins report of liens filed in said cause. Your commissioner thinks that this sale should be confirmed. All which is respectfully submitted. Your commissioner will further state that said Skaggs has assigned to your commissioner, on a debt which he owed him, the sum of \$39.80. & This Jan. 22nd., 1900.

E. H. Pennington

Over

Since writing the above report Skaggs has on Jan 22nd + 23rd 1900 assigned \$248⁰⁰ of said money to John Z. Ely & L. M. Gian and the residue \$186.20 to J. S. Reason Sr.

E. H. Pennington
Over

Stearns' Sup. Infr. Co.
2nd Report of
vs, } Sale -
} Abstract

S. F. Bailie et al

Filed February the 19th
1900. A. B. Munsey Clerk

Pennington's Gap Improvement Co.,

Vs.

S.F.Bailie, et als.

To The Hon.H.A.W.Skeen, Judge of the Circuit Court for Lee Co.

Your undersigned commissioner, begs leave to report to your honor, that heretofore, to-wit, on the 16th., day of Jan., 1900, pursuant to an order prior to that time, made in this cause, sold to John C. Anderson and B.L. Dulany the tract of land known in this cause as the Wax tract, as will fully appear from his report filed Feb., 19th., 1900 and which was duly confirmed on March, 6th., 1900; ~~that~~ pursuant to the said order, your commissioner has collected the three several payments from said Anderson and Dulany, and has disbursed the same, to myself, John Z. Ely and L.M. Zion and D.S. Reasor, all assignees of said J.F. Skaggs, as will appear from a statement filed herewith marked "X" as a part of this report. And now since said Anderson and Dulany have paid in full for the said tract of land, they are entitled to a deed to the same; and your commissioner supposes a commissioner will have to be appointed for that purpose. Now having fully discharged his duties as such commissioner, he prays to be hence relieved from further duties and liabilities on his bonds in said cause given to faithfully discharge his duties as such.

This the 4th., day of Feb., 1903.

E. W. Pennington

Commissioner.

Summington's Exp.
Impro. Leo

vs { Report of
Receipts & Dis-
bursements

S. F. Bailey et al

Filed March 2nd 1903

A. B. Mursey Clerk

This Deed made and entered into this the 31st day of August,
1895, by and between Samuel F. Bailey and Elender Bailey, his
wife, parties of the first part and E. W. Pennington, Trustee, par-
ty of the second part, and all of Lee County. Whereas the said
Samuel F. Bailey is justly indebted to D. S. Reasor in the sum of
(164.62) One Hundred and Sixty Four dollars and sixty two
cents, with interest thereon from this date untill paid, as ap-
pears by the note of the said Samuel F. Bailey, bearing even date
herewith, and payable one day after date, which said note with
interest aforesaid the said Samuel F. Bailey, waiving the benefit
of the homestead law binds himself to pay to the said D. S.
Reasor, and he being desirous of securing the payment of the pay-
ment of the same more effectually; Now in consideration of the
premises, this deed witnesseth that the said parties of the ~~first~~
first part, do and each of them doth hereby give, grant, bargain,
sell, convey, release and confirm unto the said E. W. Pennington,
trustee, his heirs and assigns forever all of three certain
tracts or parcels of land lying and being in Lee County in
the Pocket Country, and being the same lands which were by deed
conveyed to the said Samuel F. Bailey by John Z. Ely and wife on
the 28th day of July, 1888, and recorded in the Court Clerk's
office of Lee County, in deed book No. 23, page 313, and by
John L. Pennington and wife on June 29th, 1889, and recorded in
Deed Book. ~~no~~ No. 26, page 78, and by James Fields and wife on
February 17, 1891, and recorded in Deed Book No. 26, page 50, and
to which three deeds reference is here made for a more par-
ticular description of the lands hereby conveyed. To have and
three or parcels
to hold the said tracts of land and all their appurtenances
unto the said Pennington and his heirs ~~xxx~~ forever. And the
said parties of the first part do hereby covenant that they have
lawful right to convey and encumber the said land; that the same
is free from all encumbrance; that the said Pennington his heirs

and assigns shall have quiet and peaceable possession of the sum same, and that they will warrant generally the title thereto.

Interest and
In Trust, nevertheless and for the use, purpose ~~xpaxpax~~ following, that the said parties of the first part shall have and remain in possession of the said lands untill further notice, and when the said Samuel F. Bailie shall have default in the payment of the said sum of money, and its interest, or any part thereof, then upon the further trust that as soon as such default shall have been made, the said Pennington on the request of the said Reasor his representatives or assigns, shall after advertising the time, terms and place of sale for thirty days at two or more public places in said county, at such time and place as he may deem proper offer the said lands or enough thereof to pay said sum of money for sale at public outcry to highest bidder for cash in hand; and out of the proceeds of such sale shall pay first all cost attending the making, recording and executing this deed of trust; and secondly shall pay to the said Reasor the said debt or such part thereof as may be due and unpaid, and the residue if any he shall pay over to the said Bailey, his heirs or assigns. And if the said Bailey shall well and truly pay the said sum of money to the said Reasor, with its interest as aforesaid, and shall make no default therein, then this deed shall be null and void, otherwise to remain in full force and virtue.

Samuel F. Bailie Seal.

her

Elender M. X Bailie Seal.

Mark

Virginia, Lee County, to-wit:

I, A. G. Hyatt, a Notary Public in and for the county and State aforesaid, do hereby certify that Samuel F. Balie and Elender M. Balie, whose names are signed to the writing above bearing date on the 31st day of August, 1895, have each acknowledged the same before me in my County aforesaid. Given Under my hand this the 2nd day of September, 1895.

A. G. Hyatt, N. P.

Virginia, Lee County, to-wit:

In the office of the ~~xxx~~ Clerk of said County the 7th day of September, 1895, this deed was presented, and together with the certificate thereto annexed admitted to record.

DB 32 Page 56

Teste: S. V. F. Richmond, Clerk.

A copy Teste:

Clerk.

Pennypacker Pop. Sh. Co. et al

f Exhib. "A"

J. S. Bailey et al.

Co. Co. 75 c

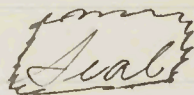
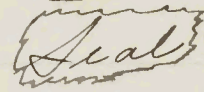
This deed made this the 3rd day of Sept.
1896, between S. F. Bailie & E. M. Bailie
Grantors of the first part W. I. Bailie
Trustee of the second part Witnesseth
that the said S. F. Bailie and E. M.
Bailie his wife Grantors doth grant
unto the said W. I. Bailie Trustee the
following property. A certain tract
of land situated in Lee County
~~and~~ State of Virginia lying on the
waters of Bailie trace & on the
head waters of Jones creek in the Pocket.
And bounded as follows, Beginning
on a hick now fallen near a gum
& hick now standing on the Banks
of Bailie trace Same being a
corner of the McBrady survey, with the
line of the same, N. 46, W 180 P to a large
chestnut and small locust near the
top of Briar ridge N 5 1/2 W along the
top of said ridge 68 P to a spotted
oak & tripple chestnut on top of said
ridge thence leaving said top down
a spur of said ridge S 36 1/2 W 24 P to a
white oak S 43 1/2 W 43 P to a stake in
a fence thence making said fence
and top of said spur as they measure
over the line S. 56 1/2 W 10 P to a stake

S 35° W 21° P to a stake S 51° W 13° P to
a white oak near the end of said
fence an old marked corner then
due west with An old marked line
22° P to a maple and black oak on
top of a spur S 51° W along said
ridge 63° P to a chestnut and black
oak on the west side of a steep hill
S 20° E 81° P to the Beginning contain-
ing 78 acres Also another tract Begin-
ning on two Buckles on the south
of Bailie's trace corner to the Mc-
Crady survey, thence with same
S 1/2° E 42° P to a white oak on a steep
hill side then leaving the McCrady
line N 71° E 278° P to a small hickory
in a deep hollow and with said
hollow S 76° E 46° P in Wm. Parsons line
near the mouth of said hollow, and
with said Parson line N 75° W 182° P
to a stake in the McCrady line
S 70 1/2° W 15° P to a maple chestnut &
Red oak thence S 45 1/2° W 320° P to the
Beginning containing 320 acres.

In trust to secure the payment
of a certain note executed by S. F.
Bailie to Robert Bailie for \$1125.⁸⁰

Eleven hundred and twenty five
dollars and Eighty cents and dated
Sept. 1st 1896.

The said Grantors doth hereby, grant
unto the said trustee all the herein
described land with right to convey
said lands, if the herein described
note of \$1125⁰⁰ dated Sept 1st 1896 is not
paid by the 1st day of December 1896.
The said Trustee shall have power
to convey said lands with right of
general warranty if covenant is not
complied with Witness the following
signatures and seal day and date
first above written.

S. F. Bailie 
E. M. Bailie ^{whose} 
mark

Virginia Scott county to wit
L. W. Peterson, a Justice of the said county
do hereby certify that S. F. Bailie and E.
M. Bailie whose names are signed to
the foregoing Deed bearing date on the
3rd day of Sept 1896 have acknowledged
the same before me in my county
Given under my hand this the 3rd
day of Sept 1896

W. P. Peterson J. P.

S. L. Bailey et ux.

As copy of said Trust.

M. L. Bailey, Trustee

"B"

Le. C. 752

DB 33-P 14

Oct 10th, 1896

This Deed, made this 9th day of March 1890, between

E. M. Pennington

Special Commissioner, as hereinafter set forth, part 4 of the first part, and Robert
Bailie, of the County of Scott

State of Virginia, part 4 of the second part:

WHEREAS by a decree of the Circuit Court of the County of Lee
entered on the 5th day of March 1890, in the chancery cause entitled
Pennington's Gap Improvement Company, vs.
S. A. Bailie et al, therein depending,
it was, among other things, adjudged, ordered and decreed that

E. M. Pennington, who was thereby appointed Special Com-
missioner, for the purpose, shall sell by public auction, after certain advertisement, and upon cer-
tain terms in the said decree fully set forth, certain real estate therein described; and

WHEREAS the said

E. M. Pennington

pursuant to the decree, did on the 21st day of March 1890, after having

duly advertised the same in accordance with the terms of the said decree, offer for sale by public

auction the following described real estate, to-wit: (1) a tract of land
said to contain 398 acres and
lying and being in Lee County on the waters of Bailie's
Tract & Gino's Creek, & being the same land conveyed
to S. A. Bailie on July 28th 1888 by John J. Ely wife,
and recorded in D.B. 23 p. 313 &c; (2) a tract of land
said to contain 35 acres, in Lee County on Briar
ridge, in the Pocket Cemetery, and being the same
land conveyed by John L. Pennington wife, whose
deed is recorded in D.B. 26, p. 78; and (3) a
coal & mineral right on lands formerly owned
by James Fields, and having been conveyed to
said S. A. Bailie by James Fields, whose deed is
recorded in D.B. 26, p. 501

At which sale the said Robert Bailie made the last and

highest bid therefor, and became the purchaser thereof at the price of Thirteen Hun-
dred & thirty Eight and ²⁰/₁₀₀ dollars; and

WHEREAS the said sale was duly reported to the Court by the said Special Commissioner, and

was by another decree, entered in the said cause on the 7th day of March 1897, by the said Court, approved and confirmed; and

WHEREAS the said Robert Bailie hath paid the whole of the said purchase money, which payment was duly reported to the said Court; and whereupon by another decree entered by the said Court in the said cause on the 9th day of March 1890, the said E. St. Pennington was appointed Special Commissioner to execute and deliver to the said

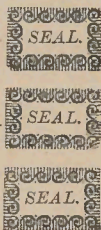
Robert Bailie
a good and sufficient deed, with special warranty conveying the said real estate to Robert Bailie in fee simple.

Now, THEREFORE, THIS DEED WITNESSETH, That for and in consideration of the premises, and in obedience to the said last mentioned decree, the said

E. St. Pennington
Special Commissioner as aforesaid, doth grant unto the said Robert Bailie with special warranty, the real estate hereinbefore fully described.

Witness the following signature and seal :

E. St. Pennington



State of Virginia, County of Lee, to-wit:

I, B. M. Morgan Clerk of County Court
for the County aforesaid, in the State of Virginia, do certify that E. St. Pennington whose name is signed to the writing hereto annexed, bearing date on the 9th day of March 1890, hath acknowledged the same before me in my County aforesaid. Given under my hand this 9 day of March 1890

B. M. Morgan Clerk

Virginia, Lee County to-wit:

In the County Court Clerk's Office of the County of Lee

the 20th day of May 1901 ~~1890~~

being properly stamped

This deed was this day presented to me in my said office, and, with the certificate annexed, admitted to record at 1/2 o'clock M.

Teste:

B. M. Morgan Clerk.

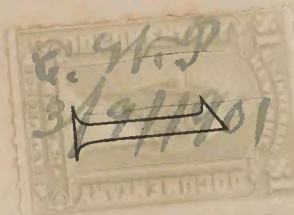


Exhibit "C" to
Rene Brown's
deposition
the filing of
the Exhibit "C" rejected
because irrelevant
Order for
exp. etc.

Form No. 6.

E. W. Huntington

Special Commissioner

to { DEED OF
BARGAIN AND SALE.

Robert Bailin

May 20, 1891.

Presented in office and, with
certificate, admitted to record at *12*
o'clock *M.*

Clerk.

Recorded Deed-Book *No. 37*

Page *433*

Clerk's Fee, - - - \$ *1.25*

Tax, - - - *1.40*

due by 1.40 *2.65 Paid*

Deed
This Agreement, made this the 28th day of July
1888 between John F. Ely and his wife Mary P. Ely

of the County of Lee and State of Virginia, parties of the
First part, and Samuel F. Bailey of the County of Scott State of Va
~~SAMUEL CLAY, JR., AND GEO. W. HEADLEY, OF FAYETTE COUNTY, KENTUCKY, AND~~

~~Wm. H. McBRAYER, OF ANDERSON COUNTY, KENTUCKY,~~ parties of the Second part. Witnesseth,

That for and in consideration of the sum of *Eighthundred*

dollars, of which sum \$ 800.00 dollars has been

this day paid in cash, the receipt of which is hereby acknowledged, the said

John F. Ely & Mary P. Ely his wife

parties of the First part have this day sold to the said *S F Bailey*
~~Samuel Clay, Jr., Geo. W.~~

~~Headley and Wm. H. McBrayer,~~ parties of the Second part, their heirs or assigns,

the following described land, lying and being in the County of *Lee*

and State of Virginia, on the waters of *Baileys*

Trace and on the head waters of Gins Creek in
the Pocket and bounded as follows, to-wit: Beginning at a beech now

fallen and on another beech & gum very near
the same place or point on the Bank of Baileys
Trace Branch a corner of the McCrady survey
& with the line of the same N 46 W 180 poles
to a large chestnut oak & small locust near

the top of *brar* ridge N 5 1/2 W along the
top of said ridge 68 poles to a spoked oak
& triple chestnut on top of said ridge then
leaving the said top down a spur of said
ridge S 36 1/2 W 24 poles to a white oak

S 43 1/2 W. 43 poles to a stake in a fence then making the fence and top of said spur as they meander the line S 56 1/2 W 10 poles to a stake S 35 W 21 poles to a stake S 31 W 13 poles to a white oak near the end of said fence and old marked corner then due West with an old marked 22 poles to a maple & black oak on top of a spur S 57 W a long said spur or ridge 63 poles to a chestnut and black oak on the west side of a steep hill S 20. E. 81. poles to the beginning containing 78 Acres. Also another tract

Beginning at two Beeches on the bank of Bailey trace branch a corner to the McCreedy survey then with the line of the same S 1/2 E 42 poles to a white oak on a steep hill side then leaving the McCreedy line N. 71. E 278 poles to a small hickory in a deep hollow and with said hollow S. 76. E 46 poles in Wm Parsons line near the mouth of said hollow & with said Parsons line N 75 W. 182 poles to a stake in the McCreedy line & with said line S 70 1/2 W. 15. poles to a maple chestnut and Red oak Thence S 45 1/2 W 320 poles to the beginning To have and to hold the same with all of its appertences unto the said Samuel & Bailey his heirs assignees forever and the party of the first part bind themselves to warrant generally the land hereby conveyed & Robert Bailey or father of afore said S. H. Bailey has paid \$580.00 of the purchase money of this land and he retains a vendors lien on this land till the \$580.00 with interest is

paid to the said Robert Bailey &
containing 320

acres more or less. And the said party ^{gora} of the ~~First~~ part hereby ~~covenant and~~
~~agrees to take the a book tracts of land without~~
~~agree to convey said land to the said parties of the Second part, their heirs or as-~~
~~measurement~~
~~signs by deed of general warranty at any time within two years from this date~~
~~that the said parties of the Second part shall pay the remainder of the purchase~~
~~money and demand said deed, and upon failure of the parties of the Second~~
~~part to pay the remainder of the purchase money and make such demand within~~
~~said time of two years, then this contract to be null and void and said cash~~
~~payment forfeited.~~

Witness the following signatures and seals the day and year aforesaid.

John B. Ely [SEAL.]
Mary P. Ely [SEAL.]
[SEAL.]
[SEAL.]
[SEAL.]

STATE OF VIRGINIA,

County of

Lee

I, Vincent H. Kelly Commissioner in Chancery
in the County aforesaid

do hereby certify that

John Z. Ely

whose

name is

signed to the writing above bearing date the 28th day of

July

1888, personally appeared before me in my County

aforesaid and acknowledged the same. To be his act & deed.

Given under my hand this the 28th day of July 1888.

I do also certify that

Mary P. Ely

the wife of

John Z. Ely

whose name is

signed to the writing above, personally appeared before me in my County aforesaid,

and being examined by me privily and apart from her said husband, and having

the writing aforesaid fully explained to her, she the said Mary P. Ely

acknowledged the said writing to be her act,

and declared that she had willingly executed the same and does not wish to retract

it.

Given under my hand this the 28th day of July 1888.

V. H. Kelly Comr

for Lee County Va

Virginia Lee County Court Clerk's office July
4th 1888. The foregoing Deed bearing date
July 28th 1888 between John Z. Ely & wife of the
one part, and Samuel St. Paul of the
other part all of Lee County Virginia
was this day filed in this office and admitted
to record upon the certificates of V. H.
Kelly a Commissioner in Chancery for
Lee County Va.

George F. R. Gibson Clerk

Samuel A Bailey
From J Weed

J B Ely & wife

Recorded in Qud Book
Number 23 Page 313

John R Gibson Clerk

Examined

Aug 8th 1888

J B Ely & wife

E M Bailey

Pay 100

Chk 120

225 Paid
C. G.

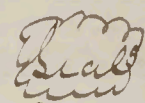
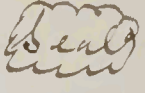
Exhibit "E" to
Lucas Bowen's
deposition
Excluded to because
irrelevant

3 16 43
24 3 4 5

This deed made this the 3^d day of Sept
1896 between S. F. Baile & E. M. Baile
Grantors of the first part - W. J. Baile
Trustee of the second part - witnesses
that the said S. F. Baile and E. M. Baile
his wife Grantors doth Grant unto
the said W. J. Baile Trustee. The following
property. A certain tract of land situated
in the county and state of Virginia
lying on the waters of Baile's trace & on the
head waters of Pine creek in the Pocket,
And bounded as follows, Beginning on a
buck now fallen near a gum & Beech now
standing on the Bank of Baile's trace
same being a corner of the McCracky
survey, with the line of the same, N 46° W
180 P to a large chestnut and small locust
near the top of Brier ridge N 5 1/2° W along
the top of said ridge 68 P to a spotted
oak & tripple chestnut on top of said ridge
thence leaving said top down a spur
of said ridge S 36 1/2° W 24 P to a white

S 43 1/2 W 43 P to a stake in a fence
then marking said fence and top of said
spur as they meander the line S 56 1/2 W 10
P to a stake S 35 W 21 P to a stake S 51
W 13 P to a white oak near the end
of said fence an old marked corner
then due west with an old marked line
22 P to a maple and black oak on
top of a spur S 51 W along said ridge
63 P to a chestnut and black oak on the
west side of a steep hill S 20 E 81 P to the
Beginning containing 78 Acres Also
another track Beginning on two Buches
on the bank of Bailey's trace corner to the
McCready survey. Thence with same S 1/2 E
42 P to a white oak on a steep hill
then leaving the McCready line N 71 E 278
P to a small hickory in a deep hollow
and with said hollow S 76 E 46 P in com
panson line near the mouth of said hollow,
and with said parson line N 75 W 182 P
to a stake in the McCready line S 70 1/2 W
15 P to a maple chestnut & Red oak thence
S 45 1/2 W 320 P to the Beginning containing
320 Acres.

In Trust to secure the payment of a
certain note executed by S. F. Baile
to Robert ^{Baile} for \$1125 80 Eleven hundred
and twenty five dollars and eighty
cents and dated Sept- 1st 1896,
The said Grantors doth hereby Grant
unto the said Trustee All the herein
described land with right to convey
said lands, if the herein described note
of \$1125 80 dated Sept- 1st 1896 is not paid
by the 1st day of December 1896. The said
Trustee shall have Power to convey said
land with right of general warranty
if covenant is not complied with
witness the following signatures and
seal day and date first above
written,

S. F. Baile 
E. M. Baile 

Virginia Scott County to wit -
I W.P. Peterson a Justice of the said
County do hereby certify that S. F. Bailie
and E. M. Bailie whose names are
signed to the foregoing deed bearing
date on the 3d day of Sept 1896 have
acknowledged the same before me
in my County, given under my
hand this the 3d day of Sept - 1896
W.P. Peterson J.P.

Virginia Lee County to wit:

In the office of the Clerk of said County, the
10th day of October 1896 this deed was presented
and together with the certificate thereto annexed
admitted to record

Test: S. V. F. Richmond Clerk

Exhibit "D" to
Rice Brown's depo.
Captured by Counsel for
Brown because
immaterial & irrelevant

S. F. Bailin & wife
To { W. F. Bailin Trust

Recorded in deed Book
No 33 page 14
J. W. F. Richmond Clerk.

Examined

C 1.25
J. 1.10
\$2.35 Paid

Filed for record at
10th 1896
J. W. F. Richmond Clerk

3

This Deed, Made this 14th day of March in the year one thousand eight hundred and ninety-

Six, between E. S. Hax and Thunia E Hax his wife of Du county Virginia party of the first part, and

L. F. Bailey of the same place party of the second part—

WITNESSETH: That in consideration of the sum of Six hundred dollars (\$600⁰⁰ Dollars,) in hand paid the receipt of which is hereby acknowledged

the said first party

do ~~is~~ grant unto the said Second party

with GENERAL WARRANTY, all of a certain tract or parcel of land in the "Docket County" in Du county Virginia on the south side of Little Black Mountain and containing one hundred acres more or less and further describe as follows to wit:

Beginning at a chestnut on a spur, thence with Amanda and Martha Cunningham line to the branch, thence up said Branch ~~and~~ as it meanders to the top of the Mountain on But of Bryan Ridge, thence back down Bryan Ridge with the top of the same to a corner to John Myers Land, then leaving the top of said Ridge, and down a spur with said Myers line to a Blackoak corner of said Land, thence Northwesterly to the beginning, to have and to hold the same together with its appurtenances and every part thereof to himself his heirs representatives and assigns forever.

The said first parties covenant that they have the right to convey the said land to the grantee; that they have done no act to encumber the said land; that the grantee shall have quiet possession of the said land, free from all encumbrances, and that they, the said parties of the first part, will execute such further assurance of the said land as may be requisite.

Witness the following signature and seal .

attest as to Mrs Hax's signature
Charles C. Wray

E. S. Hax

Thunia E Hax



State of Virginia,

County of Lee

to-wit:

I, W. K. Hopkins, Notary Public

for the county aforesaid in the State of Virginia, do certify that E. L. Wax
and Thina E. Wax his wife

whose name sa signed to the within writing, bearing date on the 14th day of March

1896, have acknowledged the same before me in my county aforesaid.

Given under my hand this 14th day of March 1896.

W. K. Hopkins N. P.

MEMO.—To be acknowledged before any officer authorized to take acknowledgment.

Virginia Lee County to-wit:

In the office of the County Court Clerk the 17th day of

March

1896. This deed was presented and, with the certificate annexed

admitted to record at o'clock M.

Teste:

J. W. L. Richmond Clerk.

E. S. Maxwells

to } DEED OF
BARGAIN AND SALE.

S. F. Bailey

March 17th 189*4*

Presented in Office, and with
certificate, admitted to record at.....
o'clock.....M.

J. W. R. [Signature] Clerk.

Recorded Deed Book *325*

Page *303* and *304*

Examined

Fee, - - \$ *1.25*
Tax, - - \$ *1.00*

Pr \$ *2.25*
100

Bal. *1.25*

LAND SALE!

Punnett's Gap Improvement Co. et al

S. F. Bailie et al

IN CHANCERY.

To carry out the decree entered in the above styled pending cause, on the 5th day of March 1897, now in the Circuit Court of Lee County, I will proceed at the front door of Lee courthouse on the 21st day of May 1898 and at public out-cry, to the highest bidder, to sell the following described property, to-wit: a 398 acre tract, described in S.B. No. 23, p. 313; a 35 acre tract, described in S.B. No. 26, p. 78; a 100 acre tract, described in S.B. No. 32, p. 303; and a 64 acre mineral right, described in S.B. No. 26, p. 501; all which are situated in this county in the Pocket country. If the 398 acre tract should sell for more than enough to pay the liens thereon prior to Robt. Bailie's ^{trust} lien, the excess for cash in hand and the residue, or enough thereof to pay \$1500⁰⁰ and the costs of this suit and the commissions of sale, upon the following terms, to-wit: Enough cash to pay cost and commission, and the remainder in three equal installments due in One, two, & three years from the date of sale. The purchaser will be required to execute bonds bearing interest from the date of sale with good personal security.

E. N. Punnett

Special Commissioner.

This 10 day of March Jan 1898

913.20
1125.80

2039.00

#124⁰⁰

Recd. of E. H. Pennington Court
in the Chancery cause of The
Pennington's Gap Lumber Co. vs.
S. F. Bailie & Co One Hun-
dred and twenty-four dollars on
my debt reported in said cause.
June 27th 1899 D. B. Pearson

E. W. Pennington Dear friend The
check came all right. for which
I am much obliged. I have signed
the within receipt as requested.

J. S. R.

IN RE

PENNINGTON BROS.,

Attorneys-at-Law,

COLLECTIONS GIVEN SPECIAL ATTENTION.

vs.

Whereas I am indebted to E. H. Pennington for attys. fees, money loaned &c in the sum of Thirty-nine and ⁵⁰/₁₀₀ dol. as of this day;

And whereas said E. H. Pennington as owner in the chancery cause of the Pennington's Gap Improvement Co. vs. L. H. Bailey et al has sold a tract of land in said cause called the Wax land to J. C. Anderson and B. L. Bulaway the net proceeds of which sale comes to me: Now in order to pay said E. H. Pennington the said sum which I am due him I hereby assign to said E. H. Pennington out of said sale money the sum of \$39.80 with interest from this date, and authorize said Pennington to retain the same out of the first money coming to his hands out of said sale.
This January 20th 1900.

J. F. Skaggs

39.80
 .06
 2.3880

J. F. Slings
 No. 7 assignment
 #39.80
E. H. Pennington

1.41
 1.41
 1.41
 1.41

amt. 39.80
 2.44
 42.24

167.63
 42.24
 209.87

Mr.

To

E. S. FLANARY,

Treasurer Lee County, Virginia,

Dr.

Jonesville District. No. 3.

No. P	No. L	1900	State Tax 30	St'e sch'l tax	Co. Levy 35	Road Tax 25	Co. sch'l tax	Dis Schl tax	TOTAL AMT.
			cts. on \$100	10 cts on \$100	cts. on \$100	cts. on \$100	10 cts on \$100	10 cts on \$100	OF TAXES.
		Val.	\$1.00		50				\$1.50
Head Tax									
Per. Prop.		239	70	23	82	58	23	23	279
No. Tracts									
Acres									
Lots									
TOTAL									279
5 per cent pen'ty									

Received Payment:

E. S. Flanary

, D. Treas.

Mr.

To

E. S. FLANARY, Treasurer Lee County, Virginia,

No. 3.

Dr.

No. P	No. 1	1900	State Tax 30	St'e sch'l tax	Co. Levy 35	Road Tax 25	Co. sch'l tax	Dis Sch'l tax	TOTAL AMT.
		Val.	cts. on \$100	10 cts on \$100	cts. on \$100	cts. on \$100	10 cts on \$100	10 cts on \$100	OF TAXES.
Head Tax			\$1 00		50				\$1 50
Per. Prop.		478	1 43	48	1 69	1 19	48	48	3 73
No. Tracts									
Acres									
Lots									
TOTAL									5 73
5 per cent pen'ty									2 23
									8 52

Received Payment:

E S Flanary

, D. Treas.

Recd. of E. W. Huntington comm. in the
chancery cause of the Huntingtons
Yap Impro. Co. vs. S. F. Bailey &
also Two Dollars & 50 cents my
costs in said cause, This Oct. 9th 1899

E. S. Appleton D. S. for
H. P. Weston & S. L. Co.

Mr. Hanks Awfully.
23

\$21⁰⁰

Rec'd. of E. W. Huntington Cour. in
the Chancery cause of the Huntington
Gap Impro. led: vs. S. F. Bailey & Co.
Twenty-one dollars, 40c fee
in said cause. This 9/30/99.

A. M. Lewis,
Clerk.

Mr. *E. W. Pennington (comr)* *S. H. Bailey*
Jonesville Dist. No. 3.

To E. S. FLANARY, Treasurer Lee County, Virginia, Dr.

No. P	No. L	1902	State Tax 30	St'e sch'l tax	Co. Levy 30	Road Tax 30	Co. sch'l tax	Dis Sch'l tax	TOTAL AMT
			cts. on \$100	10 cts on \$100	cts. on \$100	cts. on \$100	10 cts on \$100	10 cts on \$100	OF TAXES.
Head Tax	Val.		\$1.00		50				\$1.50
Per. Prop.		158	47	16	47	00	16	16	142
No. Tracts									
Acres									
Lots									
TOTAL									142
5 per cent pen'ty									

Received Payment, *E. S. Flanary*, D. Treas.

1.42

5.50

5.33

12.25

VIRGINIA:—Clerk's Office of the County Court of the County of Lee June 1896 Term 1896 June 1896 Term, 1896
In the County Court of the County of Lee June 1896 Term, 1896
Pennington Gap Improvements Co. Plaintiff
versus

S. B. Bailie & E. S. Way Defendant

Action of

on file B

Judgment in favor of the Plaintiff against the Defendant \$ for the sum of 112.04
to be discharged by payment of \$56.02

With interest at the rate of six per centum per annum, from 17th day
of April 1896

Subject to credit, viz.:

Charges of Protest, \$

And the Cost of suit, \$

3.37

A FIERI FACIAS issued from the Clerk's office of said Court on the _____ day of _____ 189____
returnable to the _____ thereafter, directed to the _____ of the _____ of
_____ who hath made return thereon in the words and figures following, to-wit:

This Judgment was duly docketed in the Clerk's office of the
County Court of the County of Lee
on the 7th day of July 1896
Judgment Docket No. 3 Page 128

Teste:

S. V. F. Richmond Clerk.

S. V. F. Richmond Clerk.

p. q.

Form No. 213.

vs.

ABSTRACT OF
JUDGMENT.

#17.52

Rec'd. of E. W. Huntington Cour.
in the share of the cause of the
Huntington Gap Surfs. Les vs.
S. H. Bailie et al. Seventeen
+ $\frac{52}{100}$ dollars (\$17.52) on
S. H. Bailie's share of the
debt reported in said cause
against S. H. Bailie, H. H.
Wax and S. J. Ely sureties
for George S. Leister.
This Nov. 29th 1900.

Henry J. Morgan

On half of above I have credited on H. H. Wax note to me \$8.76

" " " I have " " S. J. Ely note to me 8.76

17.52

9.16

Recd. of E. W. Pennington Court,
in the Chancery cause of the
Penningtons Ex Impo. led. 20.
S. A. Bailie it also Nine & $\frac{16}{100}$ on
costs. This Sept. 20/99.

A. B. Mursey Clerk

Recd. of E. H. Huntington Cover-
in the Chancery Cause of the
Huntington Gap Surfs. Co vs.
S. A. Bailey Nine Hundred and
thirteen dollars & twenty cents, being
the amt. due me on the John Z. Eddy
tract of land mentioned in said
Cause & shown set out in Court
Gouin's report, this March, 21st 1898

918.20
425.00
41838.20

Attest H. C. Joslyn

Robert Bailey

Costs to be paid \$77.00

J. J. B.

111 60

23 96

15 70

22 12

86

Pen. Gap Improves
vs

S. J. Bailey

398 acres J. B. Ely tract

35 acres J. L. Pennington

64 acres min. right

100 acres - E. S. Thax

\$115.43.

Rec'd. of E. W. Pennington Comr.,
in the chancery cause of the Pen-
nington Gap Imps. Co. vs. S. H.
Baile & al. - One Hundred
and fifteen dollars & forty three
cents, being a part of the debt
assigned us by J. H. Stragg
out of the sales of the S. H. Baile
land to Anderson & Delany.
This Jan. 29th 1901.

L. M. Zions
John E. Ely

Mr. Edw. Bevington Com P. Sup. Dist. Co. 45.
S. A. Bailey et al, Jonesville District No. 3.

To E. S. FLANARY, Treasurer Lee County, Virginia, Dr.

No. P 38	No. L 12	1901	State Tax 30 cts. on \$100	St'e sch'l tax 10 cts on \$100	Co. Levy 25 cts. on \$100	Road Tax 25 cts. on \$100	Co. sch'l tax 10 cts on \$100	Dis Schl tax 10 cts on \$100	TOTAL AMT OF TAXES.
Head Tax	Val.	0	\$1 00		50				\$1 50
Per. Prop.		4755	502	167	419	419	167	167	1826
No. Tracts		308	92	31	77	77	31	31	341
Acres									
Lots									
TOTAL									3 x/
5 per cent pen'ty									

Received Payment, E. S. Flanary, D. Treas.

#75-00

Recd. of E. W. Huntington cash
in the Chancery Cause of the
Huntington Gap Improvement
Co. vs. S. H. Bailie et al
Seventy-five dollars on
the claim reported in said
cause in my favor, This
Oct. 29th 1900.

Henry J. Morgan

Recd. of E. H. Remington Cash.
in the Chancery caused by the
Remingtons Gap Improv. Co
vs. S. A. Bailie it also One
dollar & fifty cents, the
costs of S. V. F. Richardson in
said Cause this Jan 17th 1900.

Robt. L. Remington
Assignee of S. V. F. Richardson.

S. F. Bailey Land

Beginning at a Chestnut and maple
 corner to the Jesse and
 Bailey Land and with line of
 the latter S $67\frac{1}{2}^{\circ}$ E 253 ft to a Red oak
 N $25^{\circ}30'$ E 1261 ft to a Beech on a spur
 N $41^{\circ}15'$ E 66 ft to a stake
 N $49^{\circ}10'$ E 267 ft to a chestnut oak
 N $45^{\circ}30'$ E 409 ft to a ~~chestnut~~ Hickory
 N 76° E 204 ft to a Chestnut oak on a
 high point corner to W.C. Parsons ~~and~~ Land
 and with line of latter up the top of the
 ridge N $7^{\circ}30'$ E 148 ft to a stake
 N $7^{\circ}15'$ W 91 ft to a Chestnut oak
 N $28^{\circ}30'$ W 148 ft to a stake near a large Chestnut Oak
 N 47° W 247 ft to a stake Chestnut oak point
 N $24^{\circ}15'$ W 115 ft to a small Hickory and locust
 N 4° W 289 ft to a Chestnut oak on high point
 ✓ N 34° W 386 ft to a Sugar tree
 N $17^{\circ}45'$ W 132 ft to a stake on a rocky point
 N 59° W 218 ft to a Locust
 N $38^{\circ}30'$ W 64 ft to a stake
 N $67^{\circ}30'$ W 70 ft to a stake
 N 40° W 280 ft to a chestnut oak above cliff
 N 22° W 231 ft to stake by Hickory
 N 62° W 312 ft to chestnut oak among rocks
 N $50^{\circ}30'$ W 132 ft to stake on cliff
 N $66^{\circ}30'$ W 132 ft End of cliff
 N $50^{\circ}30'$ W 99 ft top of cliff

S. 7 B #2

N 47° 30' W 528 ft to Chestnut pointers

N 62° 30' W 406 ft to a white oak

N 56° W 214 ft to a stake near a small white oak

N 85° W 513 ft to Chestnut sprouts of top of little

Black Mountain S 29° W 98 ft to Chestnut and

Black Oak pointers corner to the Jersey land

and with lines of same leaving top of the

little Black Mountain S 61° E 817 ft to a stake

with pointers S 66° 30' E 310 ft to stake

S 35° E 231 ft to stake in bluff above large Black Oak

S 25° 30' E 511 ft to stake in hollow

S 29° 30' E 42 ft to a Lynn and Rock

S 23° E 1147 ft to stake on north side of hollow in old

field S 12° 30' E 825 ft west bank of Branch

S 6° 30' W 526 ft to a stake

S 30° 30' W 577 ft to a stake in Branch

S 25° 30' W 289 ft to a stake in Branch

S 33° E 298 ft to the Beginning

Containing $82\frac{2}{10}$ Acres

Description
of
S. F. Bailin Land

Debt Int. from 6/30/1900	\$248 ⁰⁰
Int. to 1/29/1901	8.68
less. Jan. 29/1901	<u>\$256.68</u>
	115.43
Int. to Jan. 29/1902	<u>\$141.25</u>
	8.45
	<u>\$149.70</u>

Note due 6/30/1900.	\$234.34
Int. to 1/29/1901	10.92
less. Jan. 29/1901	<u>\$245.26</u>
	115.43
Int. to Jan 29/1902	<u>\$129.83</u>
	10.39
less. Jan. 29/1902	<u>\$140.22</u>
	140.22

D. F. Bailey
 Additional Judgments -
 Lee County Ct. May Term 1886
 Jim Parsons vs D. F. Bailey &
 Johnsen Jesse 77 CB. 110.50 per
 55.50 per int fr 18 Jan 96 costs 3.37

Do - J. C. Halnes vs Sam R & Jos
 Jesse 77 CB. 155.20 per 76.60 per
 int Jan 18-96 - Costs 3.87.
 Back Dock May 27-96 J. R. D. 3 p 123

G. W. Blankenship Com - vs D. F. B.
 & W. H. Way 39.76 int 20 Ap. '96
 Costs 8.56 - Mar. Term 97. Lee Circ Ct
 Dock Mar 27-97 - J. R. D. 3 p 153

G. W. Blowing Com - vs D. F. B. - E. S. H. S. Way
 128.50 int Feb 17-97 costs 2.25 -
 before JP. Ap. 10-97. Dock June 12 '97

G. W. Blankenship Com - vs D. F. B. & W. H. Way
 39.76 int Ap. 20-96. costs 8.56
 Lee Circ Ct June Term 97. Dock June 26 '97
 J. R. D. 3 p 164

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 67.50 int 22 Jan 94 - costs 8.56
 June Term 98 Lee Circ Ct Dock June 25 '98
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 97 - + 1.60 costs - before J. C. More JP. June 30-97 -
 Dock Mar 3-1900. 3 p 209

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Friedrich W. Bailey
Apr 20 - 91 - D. 13.26
18501

4160
160
113
673
120
440
440
2.6-8
495-
4910
-95-5-
495-
540
15-5-
2.870
2

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon *S F Bailie, E S Max, J F Skaggs*
E W R Ewing trustee & S Reaser, E W Pennington trustee
E M Bailie W T Bailie trustee and Robert Bailie

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *3rd* Monday in *October*, 189*6*, to answer a

bill in Chancery, exhibited against *them* in our said court by
R L Pennington and the Pennington Gap Improvement Co
a Corporation organized under the laws of the this State & doing
business therein & all other lien creditors of S F Bailie who may
come & share in the costs in this case

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *10th* day of *October*, 189*6*, and in the
12th year of the Commonwealth.

A B Munsey Clerk.

executed in part Oct 15th 1896 by delivering a true
 copy of the within Sumas to O. S. Meador E. W.
 Pennington E. W. R. Loring & J. F. Spaggs W. P. Weston S. L. C.
 further executed Oct 16th 1896 by delivering a
 true copy of the within Sumas to S. H. Bailie
 E. S. Hat and E. M. Bailie ~~at~~ further
 executed Robert Bailie & W. J. Bailie is not
 living in this County E. S. Spaggs W. P. Weston S. L. C.

R. L. Pennington et al

SUPENA.

vs. S. H. Bailie et al

IN CHANCERY.

Pennington Prop. q.

To a ~~Writ~~ Rules.

CIRCUIT COURT.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon *S. F. Bailie, C. S. War. J. F. Skaggs*
E. W. R. Ewing, Trustee. D. S. Reaser and E. W. Pennington
Trustee, E. M. Bailie, W. J. Bailie, Trustee, and
Robert Bailie.

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held
for the said Court on the *3rd* Monday in *October*, 189*6*, to answer a

Bill in Chancery, exhibited against *them* in our said court by
Ed. W. Pennington
The Pennington Tap Improvement Co a Corporation organ-
ized under the laws of this State & doing business therein
All other lien creditors of *S. F. Bailie* who may come &
share in the costs of this case.

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-
house, the *10th* day of *October* 189*6*, and in the
12*1st* year of the Commonwealth.

A B Munsey Clerk.

Copy

Leste A B Munsey Clerk

vs. { SUPRENA.
IN CHANCERY.

..... p. q.

To..... Rules.

CIRCUIT COURT.

for Robert Bailie

The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

We Command you, That you summon *S. F. Bailie, C. S. Warr. J. F. Skaggs & W. R. Ewing Trustee D. S. Reaser and E. W. Pennington. Trustee E. M. Bailie, W. F. Bailie Trustee, and Robert X Bailie*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said Court on the *3rd* Monday in *October*, 1896, to answer a

bill in Chancery, exhibited against them in our said court by *E. W. Pennington* *Cap. Improvement Co* a Corporation organized under the laws of this State & doing business therein & all other *lien creditors of S. F. Bailie who may come & share in* And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *10th* day of *October*, 1896, and in the *12th* year of the Commonwealth.

A B Munsey Clerk.

A Copy

Teste A B Munsey Clerk

the cost of this case

vs. { SUPRENA.
IN CHANCERY.

..... p. q.

To..... Rules.

CIRCUIT COURT.

for W. J. Bailie

~~Primer of the Law~~
Improvements &c.

vs. } In Chancery

L. F. Bailie & Co

"Exhibit Case"